

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - COUNTY

ATTACHMENT # 1
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725-090-28

RAIL

OGC - 08/03

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| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 41792015701 | GEARHART ROAD | LEON | 1(SIGC) | |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and CSX TRANSPORTATION, INC., a corporation of VIRGINIA, with its principal place of business in the City of JACKSONVILLE, County of DUVAL, State of FLORIDA, hereinafter called the COMPANY; and LEON, a political subdivision of the State of Florida, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the DEPARTMENT as Financial Project Number 41792015701, on GEARHART ROAD, which crosses at grade the right of way and tracks of the COMPANY'S Milepost 55.41, FDOT/AAR Crossing Number 625731J, at or near TALLAHASSEE, FL., as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

WHEREAS, the work contemplated hereunder is subject to the provisions of the Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter B, Part 140, Subpart I, as amended, and Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, as amended, and DEPARTMENT'S Rule 14-57.011 Florida Administrative Code, as amended; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

A. The COMPANY shall:

1. Install by its own forces, with supervision and approval of the DEPARTMENT, at an estimated cost of \$ 159,300.00, itemization of which is attached hereto, automatic railroad grade crossing traffic control devices hereinafter called "Devices", at said location, in accordance with (1) the attached detailed statement of the work, plans and specifications; (2) the DEPARTMENT'S Plans and Standards Index Number 17882; and (3) Federal-Aid Policy Guides mentioned above, and Rule 14-57.011, all of which by reference are made a part hereof.

2. Provide protective services in accordance with U.S. Department of Transportation Manual on Uniform Traffic Control Devices during the performance of the work, as indicated in the attached plans and specifications, the cost of which is included in the attached cost estimate.

3. Render the DEPARTMENT a final bill, in accordance with applicable Federal or State regulations, within one hundred eighty (180) days from the completion date of the project, for all actual reimbursable identified charges including credits for salvage or betterments, if any, attributable to the project; and itemize all substantial charges in a form comparable to the charges contained in the cost estimate.

4. Operate and maintain said devices and perform any adjustment, relocation or replacement of said devices; the cost therefor shall be assumed or apportioned in accordance with Paragraph C. below.

B. The DEPARTMENT shall:

1. Promptly reimburse the COMPANY for all actual costs attributable to the project as detailed in this agreement, pursuant to Paragraph A.1., as billed by the COMPANY, pursuant to Paragraph A.3.

2. Payment shall be made only after receipt and approval of goods and services in accordance with Section 215.422(14), Florida Statutes.

C. The PARTIES agree:

1. That fifty percent (50%) of the cost for the operation and maintenance of the devices by the COMPANY shall be borne by the COUNTY and fifty percent (50%) shall be borne by the COMPANY, in accordance with the attached Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, subject to future revision.

2. That the cost of any adjustment, relocation or replacement of said devices shall be assumed by the party initiating such action, unless otherwise provided for in this contract, existing contracts between the parties, or in existing contracts between one of the parties and third party. Unless otherwise agreed upon herein, the COUNTY agrees to insure that at the crossing the advance warning signs and railroad crossing pavement marking will conform to the MUTCD within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

3. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission, or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

4. That any provision contained in any existing contract relating to said crossing, whether between the parties hereto and/or third parties, shall be, and does, remain in full force and effect, except at otherwise provided herein.

5. That the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph C.1. above.

6. In accordance with Section 287.058, Florida Statutes, the following information is provided:

If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

7. Bills for travel expenses specifically authorized in this Agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

8. In accordance with Section 215.422, Florida Statutes, the following information is provided:

Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

9. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

10. In accordance Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this

Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature, in accordance with Section 287.0582, Florida Statutes.

12. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur and liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the service to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for any amount in excess of 25,000 dollars and which have a term for a period of more than 1 year.

13. It is understood and agreed that this agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the County Commission of the COUNTY of LEON, Florida, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

14. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

15. It is agreed by the parties hereto that upon completion of the installation of the Grade Crossing Traffic Control Devices herein before described any reference to Grade Crossing Control Devices and/or Railroad Signals in the agreement dated August 19, 1992, shall be canceled and superceded by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: _____)

CSX TRANSPORTATION, INC.

BY: Eric G. Peterson
AS ITS: Eric G. Peterson
Asst. Chief Engineer, Public Projects

LEON COUNTY, FLORIDA

BY: _____
(TITLE: _____)

Legal Review

BY: _____
Attorney - DOT Date

Approved as to Funds
Available

BY: _____
Comptroller - DOT Date

Approved as to FHFG
Requirements

BY: _____
FHWA Date

**GENERIC INSTALLATION ESTIMATE
GRADE CROSSING TRAFFIC CONTROL DEVICES**

ATTACHMENT # 1
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To: Florida Dept. of Transportation

For: Type 3, Class 3

Signals

DOT Project No.: 6257317

New Installation ☒ Modification ☐

Location: Tallahassee, FL

County: Leon State: Florida

Road Jurisdiction: County

Road Name: Gearhart Rd

FDOT/AAR Xing No.: 6257317

RR MP: SLC - 55.41

| | | | | | | |
|---|--------------------|--------------------------|----------|--------------------------|-----------------|------------|
| I. Preliminary Engineering: | Company Forces | <input type="checkbox"/> | Contract | <input type="checkbox"/> | \$ | 14,950 |
| II. Construction Supervision: | Company Forces | <input type="checkbox"/> | Contract | <input type="checkbox"/> | \$ | 7,560 |
| III. Material: | | | | | | |
| Highway Grade Crossing Signal Assembly | | | | | \$ | 18,990 |
| Control Equipment | | | | | \$ | 32,970 |
| Field Material | | | | | \$ | 21,830 |
| Material Transportation | | | | | \$ | 1,380 |
| Material Handling | | | | | \$ | 3,860 |
| Material Sales Tax | | | | | \$ | 5,170 |
| Total Material | | | | | \$ | 84,200 |
| IV. Equipment: | | | | | | |
| Company Owned | | | | | \$ | 860 |
| Rental | | | | | \$ | 6,440 |
| Total Equipment | | | | | \$ | 7,300 |
| V. Labor: | | | | | | |
| Direct Labor | | | | | \$ | 13,440 |
| Holidays, Vacation, and Pension | | | | | \$ | 5,780 |
| Payroll Taxes | | | | | \$ | 5,670 |
| Insurance | | | | | \$ | 2,130 |
| Meals and Lodging | | | | | \$ | 5,770 |
| Total Labor | | | | | \$ | 32,790 |
| | | | | | Sub-Total | \$ 146,800 |
| VI. Miscellaneous Items: | | | | | | |
| - install curb wall in SWest Quadrant | | | | | | |
| - New meter service and new signal house | | | | | \$ | 7,500-4 |
| to be placed in same quadrant as | | | | | \$ | |
| existing signal house | | | | | \$ | |
| - install stand alone flasher in NW Quad for | | | | | \$ | 5,000 |
| WB traffic. | | | | | | |
| VII. Total Estimated Cost: (5/5/04 By: <u>L. Preggler</u>) | | | | | \$ | 159,300 |
| VIII. Submitted By: | CSX Transportation | | | | | |

This generic estimate shall not be used in negotiations or as an exhibit in construction and maintenance agreements which do not provide for billing of actual costs. This estimate is not valid for lump sum projects.

COUNTY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 41792015701 | GEARHART ROAD | LEON | 1(SIGC) | |

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner _____,
 seconded by Commissioner _____, the following
 RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on GEARHART ROAD, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LEON COUNTY, FLORIDA;

That LEON County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Project Number 41792015701 on GEARHART ROAD which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 625731J located near TALLAHASSEE, FL. Florida; and

That the County assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the CSX TRANSPORTATION, INC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of _____ County, Florida, in regular session this _____ day of _____, _____.

 Chairman of the Board of County Commissioners

ATTEST: _____

(SEAL)

Clerk of the Board of County Commissioners

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

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| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 41792015701 | GEARHART ROAD | NASSAU | 1(SIGC) | |

COMPANY NAME: CSX TRANSPORTATION, INC.

A. FDOT/AAR XING NO.: 625731J RR MILE POST TIE: 55.41

B. TYPE SIGNALS PROPOSED 111 CLASS 111 DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

| <u>CLASS</u> | <u>DESCRIPTION</u> | <u>COST*</u> |
|--------------|--|--------------|
| I | Flashing Signals - One Track | \$1,870.00 |
| II | Flashing Signals - Multiple Tracks | \$2,474.00 |
| III | Flashing Signals and Gates - One Track | \$2,820.00 |
| IV | Flashing Signals and Gates - Multiple Tracks | \$3,540.00 |

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2001 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.